

REQUEST FOR PROPOSALS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: OCTOBER 6, 2011

Request for Proposal (RFP) Title: Recycling Education Campaign
Requesting Dept./Div. King County Department of Natural Resources & Parks – Solid Waste Division
RFP Number: 1439-11CMB
Due Date: October 27, 2011 no later than 2:00 p.m.
Buyer: Cathy M. Betts, cathy.betts@kingcounty.gov, 206-263-9291
Alternate Buyer: Roy L. Dodman, roy.dodman@kingcounty.gov, 206-263-9293

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Thursday, October 13, 2011, in Conference Room 115 on the 1st Floor of the Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

Sealed Bids are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative/Title (Print name and title)

Email

Phone

Fax

Prime Proposer SCS Certification number (if applicable – see Section II, Part 0 of this RFP)

Sub-Consultant SCS Certification number (if applicable)

Office Use Only: NUM 3 CD-ROM 1 CON _____ FED _____ TERM/YT Y/3-1

Upon request, this Request for Proposal will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104 no later than 2:00 p.m. on the date noted above regarding *Recycling Education Campaign* for the *King County Department of Natural Resources & Parks – Solid Waste Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original and three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be *noted or stamped "Original"*. In addition, provide *one (1) CD-ROM*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal (2000-2005 edition), or both.

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Thursday, October 13, 2011, in Conference Room 115, 1st Floor of The Chinook Building, 401 Fifth Avenue, Seattle, WA 98104. See link for driving instructions.

<http://www.kingcounty.gov/procurement>, go to Contact Us menu and access Find Us web page.

Questions: Proposers will be required to submit any questions in writing prior to the close of business Monday, October 17, 2011 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy M. Betts, Buyer cathy.betts@kingcounty.gov / *Secondary* – Roy L. Dodman, Team Lead roy.dodman@kingcounty.gov. Questions may also be sent via email to the address above.

SECTION I - General Information

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of proposal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.

- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Natural Resources & Parks all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. As applicable, King County bids and RFPs shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.

Should another public agency utilize this RFP and resulting contract, it may be subject to an Administrative Fee (Fee). The Fee (Fee) of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance to contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts, Buyer
(206) 263-9291
cathy.betts@kingcounty.gov

and

Roy L. Dodman, Team Lead
(206) 263-9293
roy.dodman@kingcounty.gov

NOTE: Documents and other information are available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.

- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The contract period may be extended in one (1) year increments for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions may be allowed after the initial contract period. The annual increases or decreases will be determined by the Solid Waste Division at the start of each extension period. The adjustment shall be limited to the percentage difference in the Consumer Price Index (CPI) for the local Seattle-Bremerton-Tacoma area, based on All Urban Consumers for the first six months of the previous year (e.g., if increase is for 2013, use 2012 index) versus the CPI for the first six months of the year before that (e.g., 2011 in this example), plus no more than 2%. Any agreed-to changes for annual increases or decreases shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes. (For greater detail on these rate policies, refer to the Contract Terms for Pricing and Rates portion of this RFP.)

You may obtain more information about the CPI referred to above by visiting the Washington Labor Market Information web site at <http://data.bls.gov/PDQ/outside.jsp?survey=cu>.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in

order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After proposals have been opened in public, the County will post a listing of the businesses submitting submittals, and any final award determination made.

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1439-11 to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

- S. Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after proposal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- T. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- U. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- V. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- W. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- X. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

PART 1 - Background and Purpose

This Request for Proposal seeks to obtain submittals from qualified consultants in order to select a firm to develop and implement a multi-faceted education campaign to increase recycling (primary recyclables - cardboard, paper, plastic containers, tin and aluminum cans), and food scrap and food-soiled paper recycling, in King County outside of Seattle. The King County Solid Waste Division (Division) has conducted a six-year campaign, “**Recycle More. It’s Easy to Do.**” (<http://your.kingcounty.gov/solidwaste/garbage-recycling/recycle-more.asp>), to raise consciousness about recycling and reinvigorate residents to take part in recycling programs. A second component to this program, “**Recycle Food. It’s Easy to Do.**” (www.recyclefood.com), has been in place for four years. Please review these websites to learn about these program(s).

Based on research of King County single family residents recycling behaviors, five primary factors have been established as barriers to recycling:

- Confusion about materials – what items can be recycled
- Capacity of containers – when full, people put recyclables in the garbage can
- Space and distance to recycling containers – closer distance to recycling containers can make recycling easier
- Ease of recycling a given material – in particular, rinsing out an item can be a barrier
- Tolerance for error – people do not believe “every single thing” needs to be recycled.

The *Recycle More* campaign was developed to address these barriers. In King County the 2010 average single family recycling rate, not including yard waste was 33 percent. King County has established a goal to achieve zero waste of resources – to eliminate the disposal of materials with economic value – by 2030 through a combination of efforts, which includes recycling and composting. The recycling goal, as stated in the *Draft 2011 King County Comprehensive Solid Waste Management Plan*, is an overall recycling rate of 55 percent by 2015 (<http://your.kingcounty.gov/solidwaste/about/planning/comp-plan.asp>). Increasing the single family recycling rate will help achieve this goal. In 2011, the campaign expanded its outreach by developing recycling education for Spanish-speaking residents. This effort will continue with messaging and recycling information for this target audience.

The *Recycle Food* campaign was developed to increase participation in single family food scrap recycling in the county. Although nearly all single family garbage customers have access to curbside food scrap recycling, actual recycling levels are low.

Also important is encouraging markets for products made from recycled materials. With the increasing focus on food waste recycling, it is important that sales and use of compost increase to match the increasing amounts of organic materials collected and processed into compost.

The Division also recognizes there is strong link between greenhouse gases and emission impacts that result from the processing, manufacturing, consumption, use and disposal of materials and products. Climate change is a compelling story with many facets, and consumption, waste prevention and recycling has a role to play that is still largely not connected in the public mind. The Division believes that recycling, including food scrap recycling, can be an important component of public education as interest in reducing greenhouse gas emissions grows.

PART 2 - Scope of Work

If a contract is awarded based on this RFP, the Division reserves the right to alter or expand the scope of work, consistent with this RFP, during the course of the contract to meet our business needs. Other projects related to the programs described herein may be added to the resulting contract as opportunities arise for furthering the mission of the Division. While graphic design and printing shall be done by county staff and print shop whenever possible, the Consultant may be asked to provide these services if county services are unavailable. In these cases, allocation of funding would be determined by the program/project manager.

For all tasks, the county expects the selected Consultant to communicate with and work closely with the Consultant’s team and county staff regarding administrative and program issues and deliverables and to provide schedules and completion dates for program tasks, monthly progress reports and monthly invoices.

PART 3 - Goals and Objectives

The Division wants to conduct a campaign to encourage maximum use of the current recycling infrastructure, and to reduce disposal of materials that can be recycled, benefiting both the economy and environment. This contract will consist of several tasks:

- **Residential Curbside Recycling** - outreach to low recycling areas through *Recycle More. It’s Easy to Do.* that may be a combination of a broad outreach and social marketing techniques.
- **Food Scrap Recycling** - a residential food scrap outreach and education campaign that continues and leverages *Recycle Food. It’s Easy to Do.*
- **Best Workplaces for Recycling and Waste Reduction**, a business outreach and recognition program that has been in place five years.
- **Bag Your Bags, Bring ‘em Back** is a partnership with local grocery stores to educate residents on how to properly recycle plastic bags.
- Increase sales and use of compost by residents in King County through **Incentives to Purchase Compost.**

A. Task 1 - Residential Curbside Recycling..... Budget - \$110,000

The consultant shall develop a program to educate residents in areas of King County with low recycling rates to fully utilize the substantial recycling infrastructure and reduce their disposal of materials that can be recycled. The target audience is single family residents, including those in complexes of five or fewer units. In past years the recycling education campaign was primarily a broad-reaching media campaign, which included TV spots, radio and newspaper ads, and media events, and outreach included customized education and outreach plans for selected focus cities with recycling rates 35 percent and lower. The proposal should include an element to develop and implement recycling education to the Spanish speaking Latino/Hispanic community. The county is interested in new and unique ways to accomplish our goals for increasing residential curbside recycling.

Work Products may include but are not limited to:

1. Education outreach plans for focus cities
2. Advertising
3. Earned media
4. Partnerships
5. Program evaluation

B. Task 2 - Food Scrap Recycling..... Budget - \$195,000

The consultant shall develop a program or programs to increase food scrap and food-soiled paper recycling. It shall include increasing awareness of the benefits of food scrap recycling. *Status:* Food scrap and food-soiled paper recycling is now available to nearly all single family residents with curbside recycling service in King County, and although there is increasing participation, it is still in the developing stages. In previous years the Division promoted food scrap and food-soiled paper recycling through programs such as retail partnerships with drug store, grocery and pizza delivery businesses; discounts on compostable bags and containers for food scrap collection; one-to-one education in stores and at community events; TV, radio and online advertising; earned media events, and messages on take-out pizza box packaging. The Division's goal is to increase participation in food scrap recycling and the amount of food scraps recycled.

Work Products may include but are not limited to:

1. Increased yard waste subscriptions
2. Partnerships
3. Advertising
4. Earned media
5. Program evaluation

C. Task 3 - Best Workplaces for Recycling & Waste Reduction Budget - \$13,000

Beginning in 2007, the program awarded 24 businesses with certificates and website postings describing the recycling attributes of the individual businesses. In 2011, 89 local businesses were acknowledged with awards and an honor roll was established for 10 businesses that have received awards every year since the inception of the program. The consultant team shall assist county staff to recruit for, and promote to the media, King County's Sixth Annual Best Workplaces for Recycling program. Read about this program at <http://your.kingcounty.gov/solidwaste/garbage-recycling/best-workplaces.asp>.

Work Products may include but are not limited to:

1. Businesses recruited to participate
2. Program materials including press materials, company case studies and recruitment letters
3. Award promotion through earned media, both print and TV
4. Program evaluation and recommendations for 2013

D. Task 4: Bag your Bags Campaign..... Budget: \$16,700

King County's *Bag your Bags. Bring 'em Back*. Campaign seeks to raise awareness and enhance voluntary in-store retailer take back of plastic bags while simultaneously promoting reduction of consumer use and disposal of both paper and plastic shopping bags. In 2011, the campaign worked with four grocery chains to promote in-store take-back programs, and launched a fall campaign to promote plastic bag recycling through in-store signage, radio advertising, and public relations efforts involving plastic bag collection at a King County elementary school. The Division seeks support in implementing the 2012 campaign.

Work Products may include but are not limited to:

1. Retail partners for campaign

2. Coordination with retailers regarding their participation, promotional signage, co-op advertising, and media campaign
3. Coordination with association partnerships
4. Coordination with local plastic recycling manufacturer regarding campaign messaging and assistance with tracking campaign results
5. Media campaign design and implementation
6. Program evaluation

E. Task 5 – Compost Incentives Budget - \$35,325

To help close the recycling loop for organics, this project will use incentives to increase the sales and use of compost by King County residents. It will involve designing the project, and may include recruiting partners, developing promotional materials and advertising.

Work Products may include but are not limited to:

1. Project design
2. Established partnerships
3. Design and production of promotional materials
4. Design and placement of advertising

PART 4 - Minimum Qualifications

The Consultant shall have demonstrated expertise in the areas described in the Scope of Work. Additionally the Consultant must have:

- Experience in developing and implementing education and outreach campaigns;
- Expertise in marketing, promotion, public relations and press relations;
- Strong experience in designing and developing public/private partnerships;
- Knowledge related to curbside recycling and the solid waste system;
- Expertise or support services in the creative areas of design, graphics, art production and media production;
- Strong writing skills for products such as work plans, press releases, brochures, scripts, advertisements, and online communications;
- Strong skills coordinating programs with multiple partners including agencies, businesses, and volunteer programs; and
- Expertise in program evaluation.

PART 5 - Format for Responses

Limit the proposal to 20 pages of text (10 double-sided sheets of paper) printed on 100% recycled paper, with consecutively numbered pages, and using 11-pt. type or larger. The RFP, cover letter, table of contents, organizational charts, résumés, sample materials, and appendices are *not* included in the 20-page limit. It is preferred that both the original and copies of the proposal **not** be bound and have **no hard or plastic covers**. Binder clips are acceptable. Each proposal shall contain the following in this order:

- A. Cover Letter, which shall include the name and phone number of a contact person
- B. Table of Contents
- C. Organization, Qualifications, Related Experience and Approach to Scope of Work
 1. Organization and Qualifications

Description of your proposed project team (5-pages maximum), including the following:

- a. Principal officer and the staff to be assigned to work on these program/projects, including any sub-consultants. Include one or two paragraphs about each team member, describing their responsibilities, their areas of expertise and how they would contribute to the program/projects.
- b. Management approach and philosophy.
- c. An organizational chart for the entire team.
- d. The number of years your organization and individual team members have been providing services applicable to this RFP. Include a description of the team's past experience working together.
- e. Description of your team's project management style and how it will ensure that the work is performed effectively, on time and within budget.
- f. Describe why you feel the proposed team is best qualified to develop and implement the programs and tasks outlined in the Scope of Work.
- g. Describe the factors your team considers essential to forming a successful client-agency relationship.

2. Related Experience (no set maximum within 20-page total limit)

Describe at least three projects, relevant to the Scope of Work, which your organization or team members have implemented. Use projects that pertain to environmental issues, if possible. For each project, include the following information:

- a. Name of the client, whether the proposer was the prime or the sub-consultant, the total fee, contract completion date, proposer's project manager and client contact and phone number
- b. A brief description of the project, including goal, objectives and strategy
- c. How the results were measured
- d. Include work samples from all team members (prime and sub-consultant) that will be involved in the design, graphic or copy-writing aspects of the Scope of Work. Work samples should be marked "Work Samples" and labeled with the project title, client name, name of team member who did the work and the type of work they performed (e.g., "graphic design"). Include samples in the appendices.

3. Approach to the Scope of Work (no set maximum within 20-page total limit)

In this section, the proposer shall provide its vision for carrying out the program/projects described in the Scope of Work of this RFP. The proposal shall:

- a. Include a list of the staff that would work on each program/project, their roles and how their skills and experience would contribute to the success of the project.
- b. Provide a sense of the team's expertise, creativity and effectiveness
- c. Describe the coordination of team members
- d. Discuss the involvement of partners and/or stakeholders in accomplishing the work
- e. Describe how you would achieve maximum leveraging of resources to the program/projects
- f. Include a timeline for the first year, and any recommendations for subsequent years should funds be available.

D. Cost Estimates (2-page maximum)

Proposals shall describe the proposer's budget by task and subtask for these project, employees assigned to each task (where known), employees hour rates (including all overhead and profit), and the number of hours to be spent on each task by each employee. Please note that direct expenses, to include sub-consultants, will be reimbursed at cost. The Division prohibits mark-up on direct costs.

E. Résumés

Submit a one-page résumé for each proposed team member, including the prime and sub-consultants. The résumés shall list professional experiences in chronological order with dates (include résumés in appendices).

F. List of three (3) references, including a contact name, phone number and email address for each.

G. Appendices

PART 6 - Consultant Selection Process

A. General Approach

Respondents to this RFP will be rated according to the criteria set forth below. This may result in a short-list of highest-rated firms. King County reserves the right to request additional information from the short-listed consultants at an oral interview or by other means. The selected firm will be the highest ranked firm based on the evaluation criteria as adjusted based on the additional information received through interviews, if conducted. The selected firm will be notified and contract negotiations will begin. King County reserves the right to award no contract under this RFP and to decrease or increase tasks and dollar amounts allocated.

B. Selection Panel

The selection panel will include individuals from the Solid Waste Division staff. Other evaluators may be included at the discretion of the Division. The panel will rate the applicants and recommend selection for the Solid Waste Division Director's approval based on the ratings from the written proposals and interviews, if conducted.

C. Selection Schedule (some dates are subject to change)

Public announcement for Request for Proposals.....	October 6, 2011
Pre-proposal meeting at 10:00 a.m.	October 13, 2011
Written questions due at the close of business.....	October 17, 2011
Proposals due, no later than 2:00 p.m.....	October 27, 2011
Select and notify short list.....	November 3, 2011
Oral interviews conducted (optional)	November 7 – 9, 2011
Consultant is selected	November 14, 2011
Contract negotiations begin	November 16, 2011
Contract signed	December 20, 2011
Work begins.....	January 1, 2012

D. Evaluation Criteria

1. Written evaluation of proposals

Each proposal will be evaluated and given a score based upon the quality of response to each of the following topic areas.

Organization and Management Approach <ul style="list-style-type: none">• Composition of the team, responsibilities and skills of each team member, and appropriateness of the team related to the scope of work• Team's experience working together and ability to coordinate efficient and effective delivery of work products• Demonstrated understanding of an appropriate client relationship	10 points
Qualifications and Related Experience <ul style="list-style-type: none">• Meets the minimum and desired qualifications• Experience with developing and implementing education and outreach programs/projects/campaigns, business recognition programs and product promotions• Experience working on projects that pertain to environmental issues• Experience on projects involving public-private partnerships• Past professional experience of team members• Quality of work samples• Experience and ability to coordinate programs of size and budget similar to the project described in this RFP• Experience effectively measuring the program/project results• Appropriate level of professional and technical expertise	25 points
Approach to Scope of Work <ul style="list-style-type: none">• How well proposer understands the objectives of the program/projects described in this RFP and the responsibilities of the Consultant team• Demonstrated expertise, creativity and effectiveness• Evaluation methodology, and how well it measures program/project performance in a feasible and practical way• Coordination of team members• Organized and realistic timeline for first year	25 points
Cost Estimates <ul style="list-style-type: none">• Clarity and completeness of pricing structure, fees, overhead, profit, hourly rates and invoicing policies and the value provided to King County relative to other proposals and similar work done for King County• Logical and thoughtful hours and expenses across tasks	20 points
Overall Proposal <ul style="list-style-type: none">• Concise, clearly written and thorough proposal, prepared as instructed	10 points
SCS Certification and Participation (See Part 9 below)	10 points
Maximum Written Proposal Score:	
100 points	

2. Oral Interviews (optional)

If an award is not made based on the written evaluations alone, oral interviews may be conducted with the top-ranked proposers. Final award would then be made based on the sum total of the written evaluation and oral interview scores.

Expertise and Technical Capabilities <ul style="list-style-type: none">Demonstrated clarity in approach and suitable technical capabilities.	30 points
General Presentation <ul style="list-style-type: none">Demonstrated ability to respond to questions, level of knowledge and appropriateness of response.	10 points
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Maximum Oral Presentation Score:	40 points
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MAXIMUM POSSIBLE SCORE (if interviews conducted):	140 points
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PART 7 - Contract Fund Availability

Contract award is subject to the King County Council's approval of the Division's budget request for next year and appropriation of the project funds.

PART 8 - Pricing

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the Contractor for a correct invoice.

PART 9 - King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.kingcounty.gov/BDCC.aspx> or contacting the Program office at 206-263-9734.

In the evaluation of proposals, ten (10) points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this proposal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

PART 10 - Insurance

The selected Consultants shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Auto Liability in the amount of \$1,000,000 is also required.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 11 - Required Forms

Unless otherwise noted, the following completed forms will be required from the selected contractor *prior to contract award*, but need not be included in their proposal. These forms are available at the following URL: <http://www.kingcounty.gov/operations/procurement/Forms/Consultants.aspx>

Complete and submit when requested.

Exhibit B to the Contract - Consultant Disclosure Form

Exhibit C to the Contract - Equal Benefits Compliance Worksheet and Form

PART 12 - Bid Proposal Checklist

1. One (1) signed copy of entire RFP package, minus the sample contract (pages 1-16 only).
2. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
3. One (1) unbound copy of proposal response marked "Original."
4. Three (3) copies of proposal response.
5. One (1) CD-ROM, with either one (1) pdf version of the proposal, one (1) Microsoft Word version of the submittals (2000-2005 edition), or both. (Please label your CD with company's name)

6. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED

Do Not Delay – Deliver Immediately



King County

King County

Procurement and Contract Services Section

Chinook Building, 3rd FL

CNK-ES-0340

401 Fifth Avenue, Seattle, WA 98104

Bid No.: RFP 1439-11CMB

Bid Title: Recycling Education Campaign

Due Date:

Vendor:

URGENT

URGENT

EXHIBIT A – Sample Contract

The following Sample Contract for Technical Services is provided to inform proposers of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked proposer.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the Request proposal.

EXHIBIT A – SAMPLE CONTRACT FOR TECHNICAL SERVICES - 2012



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

Contract No.: _____ Department: _____
Federal Taxpayer ID: _____ Consultant: _____
Amount: _____ Fund Source: _____
Duration: _____ To: _____
Services Provided: Recycling Education Campaign

THIS CONTRACT is entered into by **KING COUNTY** (the "County"), and _____ (the "Consultant"), whose address is _____. The County is undertaking certain activities related to _____, and

The County desires to engage the Consultant to render certain services in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. Contract Document

The Consultant shall provide services and comply with the requirements set forth herein. The Contract shall consist of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendments executed pursuant to Section XVII herein.
2. Contract for Technical Services, which includes:

<input type="checkbox"/> Scope of Services	Attached hereto as Exhibit	A
<input type="checkbox"/> Consultant Disclosure Form (K.C.C. 3.04)	Attached hereto as Exhibit	B
<input type="checkbox"/> Equal Benefits Compliance Declaration	Attached hereto as Exhibit	C
<input type="checkbox"/> Certificate(s) of Insurance and Policy Endorsement.....	Attached hereto as Exhibit	D
<input type="checkbox"/> W9 Form (if required)	Attached hereto as Exhibit	E
<input type="checkbox"/> List of Subcontractors and/or Suppliers (if applicable)	Attached hereto as Exhibit	F
<input type="checkbox"/> Final Affidavit of Amount(s) Paid (if applicable)	Attached hereto as Exhibit	G
3. Request for Proposal (and any addenda)

<input type="checkbox"/> RFP 1439-11CMB	Attached hereto as Exhibit	H
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4. Consultant's Proposal

<input type="checkbox"/> (Proposer's Name)	Attached hereto as Exhibit	I
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II. Duration of Contract

This Contract shall commence on the _____ day of _____, 2012, and shall terminate on the _____ day of _____, _____, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. Compensation and Method of Payment

A. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$ _____, payable in the following manner:

B. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.

C. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

IV. Termination

A. The County without cause may terminate this Contract, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV (B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

V. Maintenance of Records

- A. The Consultant shall maintain, and shall require any subconsultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any subconsultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards

for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

VI. Corrective Action

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

VII. Assignment/Subcontracting

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The Consultant must seek said consent in writing not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subconsultant or between Subconsultants that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

VIII. Hold Harmless and Indemnification

- A. In providing services under this Contract, the Consultant is an independent consultant, and neither the Consultant nor its officers, agents or employees are employees of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights that may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others due to this Contract. The Consultant shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

- D. For purposes of paragraphs A and C above, the Consultant, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from

the Consultant. In addition, King County shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.

- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

IX. Insurance Requirements

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations that may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or sub-consultants. The Consultant or sub-consultant shall pay the cost of such insurance. The Consultant may furnish separate certificates of insurance and policy endorsements from each sub-consultant as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

- B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

- 1. General Liability:

Insurance Services Office form number (CG 00 01 current edition) covering Commercial General Liability including Products and Completed Operations.

2. Professional Liability:

Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 current edition) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Consultant shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors and Omissions: \$1,000,000 Per Claim and in the Aggregate
3. Automobile Liability: \$N/A combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000

D. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to, and approved by, the County. The deductible and/or self insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. All Liability Policies except Workers Compensation and Professional Liability:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
- b. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- c. The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. The County must approve any exception.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Consultant shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Consultant shall specifically state that the activities required under Contract # # TBD are included under this policy.

H. Sub-consultants

The Consultant shall include all sub-consultants as insureds under its policies, or shall require separate certificates of insurance and policy endorsements from each sub-consultant. Insurance coverages provided by sub-consultants as evidence of compliance with the minimum insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. Conflict of Interest, Noncompetitive Practices and Disclosure

A. Conflict of Interest

By entering into this Contract to perform work, the Consultant represents that it has no interest and shall not acquire any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Consultant shall not employ any person or agent having any conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Consultant take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Consultant represents that:

1. No person except as designated by Consultant has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to enter into any other Contracts with King County for a period of two (2) years.

C. Disclosure of Current and Former County Employees; Disclosure of Interests under KCC 3.04.120

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Consultant, while employed by the County or within

one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.

2. Consultant shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's termination of this Contract.
3. After Contract award, the Consultant is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.
4. If the Consultant is providing professional or technical services to the county costing in excess of \$2,500.00, then pursuant to K.C.C. 3.04.120, which is incorporated herein by this reference, the Consultant shall file with both the County Executive and the King County Board of Ethics a sworn disclosure statement. The Contractor further agrees to comply with all provisions set out in K.C.C. 3.04.120.

XI. Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment.

During performance of this Contract, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts.

The Consultant will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Consultant's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

C. Equal Benefits to Employees with Domestic Partners.

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Consultant agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Consultant to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Consultant shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Sub-consulting Practices.

During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities.

King County encourages the Consultant to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of Small Contractors and Suppliers (SCS) in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Consultant elected not to participate in the Program during the solicitation stage, the Consultant is still encouraged to inquire voluntarily about available firms. Program

materials, including application forms and a directory of certified SCS firms, are available at the following Website address: <http://www.kingcounty.gov/bdcc>.

The term “Small Contractors and Suppliers” (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners’ Personal Net Worth less than \$750K dollars.

2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone (866) 208-1064 Toll Free.
3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

G. Record-Keeping Requirements and Site Visits.

The Consultant shall maintain, for at least 6 years after completion of all work under this Contract, and permit access by the County to the following:

1. Records of employment, employment advertisements, application forms, other pertinent data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subconsultant and suppliers in this Contract, including employment records.
3. The County may visit, at any time, the site of the work and the Consultant’s office to re-view the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall

provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

1. The Consultant agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
2. The Consultant shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the sub-consultant provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the sub-consultant shall provide that the County is a third party beneficiary to that required provision.

I. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

XII. Required Submittals

- A. Required Submittals Upon Completion of Work. Upon completion of work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid. Identify amounts actually paid, and any amounts owed, to each sub-consultant and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. Submit these documents to King County Business Development and Contract Compliance section at the address below:

Business Development and Contract Compliance
401 Fifth Avenue, 3rd Floor
Seattle, WA 98104

XIII. Patents, Copyrights and Rights in Data

The County shall own and retain any non-derivative patentable result or materials suitable for copyright arising out of this Contract. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Consultant agrees that the ownership of any plans, drawing, designs, Scope of Work, reports, operating manuals, calculations, notes and other work submitted or which is specified to

be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Consultant pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Consultant shall also place its endorsement on all Consultant-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Consultant shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

XIV. Environmental Purchasing Policy

In accordance with King County Code 10.16, Consultants are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XV. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XVI. Public Disclosure of Contracts

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Consultant considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Consultant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Consultant of the request and allow the Consultant ten (10) business days to take whatever action it deems necessary to protect its interests. If the Consultant fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Consultant for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Consultant as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

XVII. Notices

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the said party receives the notice. Notice shall be provided to:

KING COUNTY:	CONSULTANT:
<div></div> <hr/> Department/Agency Name (Type or print) <div></div>	<div></div> <hr/> Consultant Name (Type or print) <div></div>
<div></div> <hr/> Address Line 1 (Type or print) <div></div>	<div></div> <hr/> Address Line 1 (Type or print) <div></div>
<div></div> <hr/> City, State, Zip Code (Pls. type or print) ()	<div></div> <hr/> City, State, Zip Code (Please type or print) ()
<div></div> <hr/> Telephone Number (Type or print)	<div></div> <hr/> Telephone Number (Type or print) ()
	<div></div> <hr/> Number (Type FAX or print)

XVIII. Contract Amendments

1. Either party may request changes to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this contract.

XIX. Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

KING COUNTY:

FOR

Signature – King County Executive

Date (Type or print)

CONSULTANT:

Signature

Name (Type or print)

Title (Type or print)

Date (Type or print)

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY